



CITY OF ROCKVILLE
111 Maryland Avenue
Rockville, MD 20850

REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

WHEN MAKING INQUIRIES, PLEASE REFERENCE QUOTE #: 034/FY12	DATE: January 24, 2012
QUOTATION DUE DATE AND TIME: WEDNESDAY, FEBRUARY 15, 2012 @11 a.m.	REQUIRED DELIVERY/SERVICE COMPLETION BY: 06/30/2013

CONTACT:

City of Rockville, Parks and Facilities Department
Alexandra Kramer
Management Assistant
14625 Rothgeb Drive
Rockville, MD 20850
Phone: 240-314-8712

FAX OR E-MAIL QUOTATION TO:

FAX: 240-314-8719
akramer@rockvillemd.gov

REFERENCE THE CITY'S REQUEST FOR QUOTATION NUMBER AND DUE DATE ON ALL FAX COVERSHEETS AND IN E-MAIL SUBJECT LINES.

OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.

QUOTE: FOB: DESTINATION TO INCLUDE OFF-LOADING, IN ROOM DELIVERY, INSTALLATION, SETUP, CALIBRATION, START-UP, AND TRAINING AS DETERMINED BY THE CITY OF ROCKVILLE.

INSIDE DELIVERY ☒ Yes ☐ No

SHIP TO: Service to be performed at various facilities throughout the City of Rockville

WATER TREATMENT SERVICES FOR BOILERS, COOLING TOWER & CLOSED LOOP SYSTEMS

See Attached Specifications

Please Sign, Complete And Return The Following:

1. Request for Quote Form (page 1)
2. Price Pages (pages 13-15)
3. Reference Form (page 18)
4. Affidavit (page 19)

PAYMENT TERMS: NET 30 FOB: DESTINATION DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

RESPONDENT'S SIGNATURE SHALL INDICATE COMPLIANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED IN THE REQUEST FOR QUOTATION AND ANY SUBSEQUENT ATTACHMENTS OR ADDENDUM.

COMPANY LEGAL NAME: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

SUBMITTED BY: _____

AUTHORIZED SIGNATURE

DATE

PRINT OR TYPE NAME AND TITLE

PHONE: _____ FAX: _____

E-MAIL: _____ EIN OR SS#: _____



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**
REQUEST FOR QUOTATION

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF QUOTE** All quotes are to be submitted to the location indicated on the front page of the Request for Quotation form. Unless otherwise specified, the following forms must be submitted:
 - Pricing Form
 - Affidavit (form attached)
 - W-9
 - References, if requested
 - Other forms as requested in the document.

The form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidders responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
6. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the purchasing agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid:
 - 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the purchasing agent determines that the mistake was inadvertent and bona fide;May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
 - c. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - e. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - f. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
7. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the

work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

8. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
9. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
10. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
11. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
12. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
13. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
 14. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
 15. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
 16. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
 17. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card - Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s).
 18. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

19. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
20. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
21. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
22. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
23. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
24. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for

such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

25. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
26. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
27. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.
28. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
29. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly

or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

30. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
31. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
32. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Contract Administrator Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Contract Administrator Manager.
33. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator Coordinator will verify time records.
34. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
35. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only

and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

36. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
37. **IMMIGRATION REFORM AND CONTROL ACT**
The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
38. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

39. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Contract Administrator Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Contract Administrator Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

40. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged

infringement of patents used in the construction and completion of the work herein specified.

41. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
42. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
43. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
44. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a

waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

45. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the

contract as herein before provided. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

46. **NOTICE TO BIDDERS** Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.
47. **QUALIFICATION TO CONTRACT WITH PUBLIC BODY** Bidders must be qualified to bid in the State in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
RFQ #034/FY12**

SPECIFICATIONS

1. SCOPE OF WORK

Contractor shall provide water treatment services for boilers, cooling tower and closed loop chilled and hot water systems for the City of Rockville's facilities with the objective to reduce circulating system degradation and maintain circulatory system health. Contractor shall supply all labor, materials, equipment, supervision and technical expertise necessary for the prevention and control of corrosion, sediment, fungus, algae, bacteria and freeze protection (glycol) where applicable for the chiller, boiler, cooling tower, and heat exchanger water systems.

2. CONTRACT TERM

The initial contract period shall be from July 1, 2012 through June 30, 2013. The City reserves the right to extend the term of the contract for two (2) additional one-year periods contingent upon funding approval.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multiyear contracts becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

3. AWARD

Award will be made to the lowest responsive, responsible bidder. Failure to perform as noted may result in the Contractor being deemed in breach of contract.

4. SITE VISIT

All bidders are encouraged to conduct a site visit of all the systems prior to the submission of their quotes, to acquaint themselves with and take into consideration the conditions of the equipment and related facilities involved. Any bidder who fails to make such an examination shall do so at their own risk and shall not be granted relief due to errors, omissions, oversight, or lack of familiarity with actual conditions.

Bidders can contact Mr. Jason Beale, Facilities Engineer, telephone, (240) 876-6580, to set up an appointment between 7 a.m. to 1 p.m., Monday – Friday. All site visits shall be completed one week prior to the due date.

5. LOCATIONS AND SYSTEMS

A. CITY HALL, 111 Maryland Avenue, Rockville, MD 20850

Three separate systems to include:

1. Cooling Tower
2. Closed Loop and Heat Exchanger

Two-pipe joined system to include:

3. Chilled/Hot Water System
4. Systems charged with Glycol

B. GLENVIEW MANSION, 603 Edmonston Drive, Rockville, MD 20850

Two-pipe joined system to include:

1. Chilled/Hot Water System
2. Systems charged with Glycol

C. CIVIC CENTER SOCIAL HALL/THEATER, 601 Edmonston Drive, Rockville, MD 20850

Two-pipe joined system to include:

1. Chilled/Hot Water System
2. Systems charged with Glycol

D. ROCKVILLE SENIOR CENTER*, 1150 Carnation Drive, Rockville, MD 20850

Two-pipe Joined System to include:

1. Low Pressure Boilers – (2) each

* This location is only serviced from September through March each year.

6. CONTRACTOR REQUIREMENTS

Contractor shall perform all specified service work using properly trained, skilled, bonded, and licensed individuals supervised by the Contractor. The Contractor shall be licensed and bonded in the State of Maryland and shall have a minimum of three (3) years' experience in this field.

Contractor shall have on staff a full time chemist or chemical engineer to provide technical expertise with regards to water treatment and the chemicals involved with the process.

Contractor shall supply all labor, materials, equipment, supervision and technical expertise necessary for the prevention and control of corrosion, sediment, fungus, algae, bacteria, and freeze protection (glycol) where applicable, for the chiller, boiler, cooling tower, and heat exchanger water systems.

Contractor shall perform scheduled water treatment and preventive maintenance inspections once a month and corrective maintenance as required to all systems specified herein.

Contractor shall ensure all systems equipment are operating properly and safely and shall inspect, adjust and calibrate equipment once per year as part of the routine maintenance.

Contractor shall maintain an office location which is staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. For calls outside normal business hours (nights, weekends and holidays), Contractor shall provide a contact person's name and telephone number, or have a voice mail paging system or answering service. Messages left on voice mail or paging system must be responded to within 30 minutes of the call.

7. SCHEDULE OF WORK

All scheduled work shall be performed between the hours of 7:00 a.m. and 5 p.m., Monday through Friday with the exception of the following contract holidays.

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Contractor shall contact the Contract Administrator one (1) business day prior to any service being performed to confirm availability of the facility.

All overtime work must be pre-approved by the Contract Administrator.

8. EMERGENCY RESPONSE

For emergency services, the Contractor shall respond and begin work within two (2) hours of notification regardless of the day of the week or time of day, unless otherwise agreed upon at the time of the notification. The Contractor must be available for emergency work 365 days a year, 24 hours a day.

9. MONTHLY SERVICE

Monthly service shall include the following:

- **WATER TREATMENT**
Monthly scheduled water treatment shall include, but not limited to, the replenishment of chemicals, adjustments to the rate of feed, and water analysis. Acceptable water treatment levels for Total Dissolved Solids, PH, P Alkalinity, T Alkalinity, OH Alkalinity, Chlorides, Sulfites, Water Hardness, Phosphate, and Condensate PH will be established with the Contractor after award.
- **GLYCOL**
Contractor shall, during the scheduled monthly service, test all glycol levels (where applicable) and replenish the glycol as needed to maintain established levels of freeze protection. Replacement of large quantities glycol due to a system rupture, component replacement, or chemical deterioration shall not be considered part of the monthly service but shall be considered an additional service and priced separately.
- **WATER SAMPLE TESTING**
Contractor shall perform monthly water sample testing on each system to determine levels of corrosion,

sediment, fungus, algae and bacterial control, and glycol levels (where applicable).

10. CHEMICALS AND MATERIALS

All chemicals, materials or devices, and their method of use, shall conform to Federal, State, City, and County ordinances and laws. The Contractor shall provide the Contract Administrator the Material Safety Data Sheets (MSDS) for all chemicals or hazardous materials being used at any City facility before service begins. Contractor is responsible for maintaining current MSDS sheets in a readily accessible place at each site location in the event of a catastrophic exposure.

Contractor shall report all hazardous situations and conditions immediately to the Contract Administrator.

11. REPORTS AND RECORDS

Contractor shall provide three (3) copies of each service record detailing all preventive and corrective maintenance performed and distribute as follows:

- Original – To be maintained by the Contractor
- Copy One – To be left for the Contractor Administrator at the City site
- Copy Two – To be submitted with each monthly invoice

Quarterly, the Contractor shall meet with the Contract Administrator, preferably during a monthly service visit, to inspect and report current conditions of each system at each City location. Contractor shall be responsible for contacting Contract Administrator to set up the quarterly inspections.

Contractor shall monitor and report to the Contract Administrator any leaks or abnormalities in the defined systems and take corrective measures as directed by the Contract Administrator.

12. INDEPENDENT ANALYSIS

The City reserves the right to have a sample water analysis performed by an independent testing laboratory at any time during the term of contract. Should the water fail to fall within the tolerances and specifications stated herein, the cost of the test shall be reimbursed by the Contractor. Any costs incurred by the City correcting the deficiencies shall be the responsibility of the Contractor.

13. ADDITIONAL SERVICES

In the event additional services are needed beyond the monthly scheduled maintenance, the Contractor will be requested to provide a written estimate to the Contractor Administrator within three (3) days of the request. Once approved, a modified purchase order will be issued authorizing the Contractor to proceed under the terms and conditions of this quote.

14. HOURLY RATES

All hourly work performed during the hours of 7:00 a.m. through 5:00 p.m., Monday through Friday, shall be invoiced at a non-emergency hourly rate. All work requested by the Contract Administrator to be performed between the hours of 5:01 p.m. until 6:59 a.m., Monday through Friday, weekends and holidays, shall be invoiced at the emergency hourly rate.

15. SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation.

16. EMPLOYEES

Contractor's employees must be in uniform and display a neat and clean appearance at all times. All employees must be pleasant and courteous to the public and City staff during all work. Contractor is required to have a staff member who is fluent in English present at all times.

Contractor must establish a written safety and health policy and provide training materials in a language and at a literacy level that all employees can understand. In addition, the Contractor will assess each job for safety hazards and design a work plan that addresses methods dealing with the hazards while performing water treatment services.

All employees of the Contractor shall be no less than 18 years of age, and shall be experienced in the type of service work being performed. No visitors, wives, husbands or children of the Contractor's employees will be allowed in the work area during the course of this work, unless they are bonafide employees of the Contractor or the City of Rockville.

17. SAFETY AND CLEANLINESS

Contractor shall provide for a neat, clean, and safe environment at all times while servicing the City's facilities. Any debris or material left over shall be removed from the job site each day and properly disposed of or recycled. Contractor's vehicles, trailers, and other equipment must be in proper working order and be neat and clean in appearance.

After award, Contractor shall provide to the Contract Administrator, a current written list of technicians and supervisors who will be servicing the City's facilities. An updated list shall be sent to the Contract Administrator every six months during the term of the contract.

Any applicable manuals, including operating and preventative maintenance instructions, shall accompany equipment and shall be made available to the City upon request during the course of this work. Warnings and safety precautions shall be clearly indicated. Safety plaques or decals shall be affixed at any hazardous area, in accordance with industry standards and government regulations.

21. WORK QUALITY

All service work shall be performed in a high quality manner. Any service work that does not meet specifications shall be corrected at the Contractor's expense. Any aspect of the service work resulting in damage to property or equipment shall be restored and made "whole" by the Contractor at his expense.

22. TRAVEL

Any and all cost associated with travel related expenses (e.g.: meals, mileage, lodging, per diem, etc.) are the responsibility of the Contractor and shall be factored into the price of the quote.

23. PAYMENT

Invoices along with one (1) copy of each service record pertaining to that invoice shall be submitted each month for verification and approval to:

City of Rockville
Attn: Alex Kramer, Parks and Facilities Maintenance
14625 Rothgeb Drive
Rockville, MD 20850.
Phone: (240) 314-8712
Fax: (240) 314-8719
akramer@rockvillemd.gov

All invoices must reference the purchase order number. Contractor shall be responsible for clearly identifying the service that was performed on the invoice.

24. REFERENCES

Contractor is to provide, on the City's Reference Form, three (3) references for similar water treatment services performed within the last three (3) years and submit the completed form with the quote.

25. WARRANTY

Materials must be warranted per manufacturer's warranty. Workmanship must be warranted for a period of one (1) year from the date of service.

Upon receipt of notice from the City, failure of any item or signs of deterioration during the warranty period, the Contractor shall, as his own expense, promptly adjust, repair or furnish and install necessary replacement parts of similar design, workmanship and materials that shall be approved by the Contract Administrator

26. LICENSE REQUIREMENTS

Contractor shall have and maintain, if awarded the contract, all the current licenses, certifications and permits required by the State of Maryland, Montgomery County, and the City of Rockville to perform water treatment services.

27. COMPLIANCE

This contract shall be performed in accordance with the contract specifications. The City of Rockville will decide all questions, which may arise as to the quality or acceptability of service performed and the manner of

performance, the interpretation of the specifications and the acceptable fulfillment of the contract on the part of the Contractor.

28. CHEMICAL SPILL

In the event of a chemical spill during service, Contractor is responsible for following proper procedures as detailed on the MSDS sheet for that chemical. In the event of a spill the Contractor shall contact the Contract Administrator immediately. Depending on the on the nature of the spill the Contractor maybe instructed to contact the manufacturer, the City's Environmental Hotline, 240-314-8348, the Montgomery County Hazardous Incident Response Team and/or 911. Contractor shall follow the Accidental Release Measures as detailed on the MSDS sheet to ensure the clean-up is successful.

29. CONTACT FOR CONTRACTUAL QUESTIONS

Any contractual questions pertaining to this quote shall be directed to:

Mary Heckhaus, Buyer II
City of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, MD 20850
Telephone (240) 314-8430
E-mail: mheckhaus@rockvillemd.gov

30. CONTRACT ADMINISTRATOR

After award, please direct all questions to:

Jason Beale, Facilities Engineer
City of Rockville
Parks and Facilities
14625 Rothgeb Drive
Rockville, MD 20850
Telephone: (240) 876-6580
Email: jbeale@rockvillemd.gov

RFQ #034/FY12**WATER TREATMENT SERVICES FOR BOILERS, COOLING TOWER & CLOSED LOOP SYSTEMS****PRICE PAGE**

By submitting this form, Bidder proposes to furnish all labor, equipment, chemicals, materials and services necessary for the City of Rockville's Water Treatment Program. Bidder must bid all items.

BASE YEAR – 7/1/2012 THROUGH 6/30/2013

Location	System	Price/Month	# of Months	Total Price
City Hall	Closed Loop	\$	12	\$
	Cooling Tower	\$	12	\$
	Chiller/Boiler	\$	12	\$
Glenview Mansion	Chiller/Boiler	\$	12	\$
Civic Center Social Hall/Theater	Chiller/Boiler	\$	12	\$
*Senior Center	Two Boilers	\$	7	\$
BASE YEAR TOTAL				\$

OPTION YEAR 1 – 07/01/2013 THROUGH 06/30/2014

Location	System	Price/Month	# of Months	Total Price
City Hall	Closed Loop	\$	12	\$
	Cooling Tower	\$	12	\$
	Chiller/Boiler	\$	12	\$
Glenview Mansion	Chiller/Boiler	\$	12	\$
Civic Center Social Hall/Theater	Chiller/Boiler	\$	12	\$
*Senior Center	Two Boilers	\$	7	\$
YEAR 1 TOTAL				\$

OPTION YEAR 2 – 07/01/2014 THROUGH 06/30/2015

Location	System	Price/Month	# of Months	Total Price
City Hall	Closed Loop	\$	12	\$
	Cooling Tower	\$	12	\$
	Chiller/Boiler	\$	12	\$
Glenview Mansion	Chiller/Boiler	\$	12	\$
Civic Center Social Hall/Theater	Chiller/Boiler	\$	12	\$
*Senior Center	Two Boilers	\$	7	\$
YEAR 2 TOTAL				\$

* Serviced from September through March only.

GRAND TOTAL (Base Year + Year 1 + Year 2)

\$ _____

ADDITIONAL SERVICES (OPTIONAL)

The following items are additional services that the City may request on an as needed basis throughout the term of the contract.

ITEM 1: YEARLY TREATMENT OF GLYCOL AND CORROSION INHIBITOR

Furnish, as needed, all labor, equipment, and materials for one time treatment of glycol and corrosion inhibitor in the systems listed below.

Location	System	Unit Price/Year		
		Base Year	Year 1	Year 2
City Hall	Closed Loop	\$	\$	\$
	Cooling Tower	\$	\$	\$
	Chiller/Boiler	\$	\$	\$
Glenview Mansion	Boiler	\$	\$	\$
Civic Center Social Hall/Theater	Chiller/Boiler	\$	\$	\$
Senior Center	Boiler	\$	\$	\$
TOTAL PER YEAR		\$	\$	\$

ITEM 2: ADDITIONAL GLYCOL PRODUCT AND SERVICE

Furnish, remove and dispose, or remove, dispose, furnish and install glycol as needed.

ADDITIONAL PRODUCT/SERVICE	Unit Price/Gallon		
	Base Year	Year 1	Year 2
GLYCOL – FURNISH ONLY	\$	\$	\$
GLYCOL – REMOVE AND DISPOSE OF EXISTING	\$	\$	\$
GLYCOL – REMOVE, DISPOSE OF EXISTING, FURNISH AND INSTALL NEW	\$	\$	\$

ITEM 3- ADDITIONAL LABOR

Additional labor for both non-emergency and emergency service work as needed.

ADDITIONAL LABOR	Cost Per Hour		
	Base Year	Year 1	Year 2
REGULAR, NON-EMERGENCY RATES (between 7:00 a.m. – 5:00 p.m.)	\$	\$	\$
OVERTIME, EMERGENCY RATES (between 5:01 p.m. – 6:59 a.m.)	\$	\$	\$

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: _____

INSURANCE

If awarded, the Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with the City of Rockville's Insurance Requirements Page. Confirm that you have read the Insurance Requirements and that your firm will be able to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified.

_____YES

W-9 FORM REQUIRED

Each bidder shall submit a completed W-9 form with their quote. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain. _____

EMERGENCY CONTACT NAME: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of

Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title) RFQ #034/FY12, WATER TREATMENT SERVICES FOR BOILERS, COOLING TOWER & CLOSED LOOP SYSTEMS

City Hall

111 Maryland Avenue

Rockville, MD 20850



REFERENCE FORM

The City of Rockville reserves the right to reject quotes from any Bidder not meeting the minimum qualifications.

The Bidder shall be a competent and experienced Contractor with an established reputation within the community. The Bidder shall have performed similar work for a minimum period of three (3) years. Please furnish a representative list of three (3) service agreements involving similar work as specified.

The Bidder shall have adequate technically qualified personnel employed within the organization to perform all phases of the contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Bidder. The City may make such an investigation, as it deems necessary, to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any quote if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

1. Company Name _____
 Contact Person: _____
 Phone: _____
 Project Value: _____ Completion date: _____
 Project/Contract Number and Description: _____

2. Company Name _____
 Contact Person: _____
 Phone: _____
 Project Value: _____ Completion date: _____
 Project/Contract Number and Description: _____

3. Company Name _____
 Contact Person: _____
 Phone: _____
 Project Value: _____ Completion date: _____
 Project/Contract Number and Description: _____

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Name of Firm _____

Signature and Title _____

Printed Name _____ Date _____